

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		Page 1 of 5
2. AMENDMENT/MODIFICATION NO. A001		3. EFFECTIVE DATE 02/18/2014		4. REQUISITION/PURCHASE REQ. NO. PR3143792-A001	
5. PROJECT NO. (If applicable)					
6. ISSUED BY AMERICAN EMBASSY NEW DELHI 9000 NEW DELHI PL., ATTN: S/GSO WASHINGTON, DC 20521-9000 UNITED STATES		CODE IN650		7. ADMINISTERED BY (If other than Item 6) CODE AMERICAN EMBASSY NEW DELHI 9000 NEW DELHI PL., ATTN: S/GSO WASHINGTON, DC 20521-9000 UNITED STATES	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				X 9a. AMENDMENT OF SOLICITATION NO. SIN65014Q0006	
				9b. DATED (SEE ITEM 11) 2/7/2014	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, x is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
— A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
— B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
— C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
— D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this amendment is for the following:					
1.) Response to Question; (SECTION 1) (See page 2)					
2.) Change/Clarifications, to the solicitation, (SECTION 2, 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999), (See page 5).					
3.) Change/addition, to the BOQ, last line item # 8 is included as an optional.					
NOTE: Proposal Due Date Remains unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER	
				Edith Davis	
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA, BY	
BY _____ (Signature of person authorized to sign)				Edith Davis (Signature of Contracting Officer)	
				16C. DATE SIGNED	
				02/18/2014	

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Previous edition unusable

Standard Form 30 (revised 10/83)
Prescribed by GSA FAR (48 CFR) 53.243.

SECTION 1.) Response to Submitted Questions

1. There is no Vat on Horticulture work but there is service Tax @ 4.94% will be added in our Quoted rates. –

Answer –The American Embassy, New Delhi is exempted from Service tax and same shall be provided to the contractor after completion of the project.

2. The Total work days will be 70 days and after that 3 month maintenance. Maintenance of 12 month is not now required as discussed.

Answer - Total working days will be 70. The maintenance period will be 3 months after the completion of the project. The 12 months additional maintenance requires quoting as optional item. The American Embassy, New Delhi will decide later on whether to go for this option.

3. The shrubs & G. Cover will be in pots/ P. Bags well developed

Answer - This is at the contractor's discretion to bring the plants in either pots or P. bags. But the contractor shall ensure the full fledge landscape as per the design.

4. We will plant G. Cover & shrubs in Ground so that 70%-80% area will be covered by Plants.

Answer - The design calls for 100 percent coverage within 3 months after the completion of plantation.

5. The plants which will remove from your embassy will be the property of vendor.

Answer - Yes. The plants removed from the compound will be the property of the contractor.

6. The space for G. Earth & manure dumping will be provided by you as discussed.

Answer - Yes. The space will be provided by The American Embassy, New Delhi. The space will be provided adjacent to the gate as shown in the walk thru. The contractor shall be responsible to barricading the space and ensure the cleanliness of the adjacent courtyard area during the project.

7. A room for storage for keeping tools etc will be provided by you.

Answer -. Yes. The American Embassy, New Delhi shall provide room to keep the tools.

8. Procedure to take out side of Removal Plants

Answer -. Removal and disposal off of the old plants will be the responsibility of the contractor. All transportation arrangement for this shall be arranged by the contractor. The American Embassy, New Delhi, shall assist with a traffic permit letter to the DCP for entering into the restricted area. However getting permit from the traffic authority will be the contractor's responsibility.

9. Qty. of Clearance of site is deviated

Answer - The Total intervention area is 34,655 sq. Approx. and shall include clearance of site, removal of bushes, hedges, flower beds, vegetation etc. However, quantity given in the BOQ is for the area actually under plantation requiring a major effort for clearance. A drawing indicating the area for intervention is being enclosed for better understanding of scope of execution.

10. Procedure for Entry permits of Manpower & Staff.

Answer - Please refer to the solicitation document page no#14 under the title "PERSONNEL SECURITY"

The contractor has to provide the information of the staff in a prescribed format (Police check forms). This format shall be collected from the embassy upon the award of the contract. The police check form requires general information (name, address, contact number, past 10 years addresses, place and date of birth, and a copy of the valid ID proof etc)

11. Space for stacking of good earth & manure must be defined in drawing before due date.

Answer - Yes. The space will be provided by The American Embassy, New Delhi. The area is marked in the drawing.

12. Permission of work in night.

Answer - Please refer to the solicitation document page #13 under the title "WORK HOURS" and page no#12 line item #6.

The normal working hours will be 0900 – 1700 hrs. However, early and

late work hours can be worked out in consultation with the COR upon the award of the contract.

13. Removal of civil work in Soft Landscape work is not in our scope

Answer - No, removal of civil works in the softscape is not a part of the SOW.

14. Payment terms - On RA Bill & Retain amount for three months maintenance period.

Answer – the solicitation has been amended. Partial payment is authorized in this solicitation. Partial payment shall be made on as per actual, once in a month. 10% of the payment of total amount shall be made after successful completion of 3 months maintenance period.

(SECTION 2) Changes/Clarifications
ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Payment Schedule. Partial payment is authorized on as per actual, once in a month. 10% of the payment of total contract value shall be released after successful completion of three months maintenance period.

(c) Invoice Submission. The Contractor shall submit invoices in an original and *one* copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Invoices shall be submitted in an original to FMO and one (1) copy to the Contracting' Officer's Representative at the following address:

Financial Management Office,
American Embassy
Shantipath, Chankyapuri
New Delhi - 110021 INDIA

Address for COR is as under:

Facilities Maintenance Officer,
American Embassy
Gate # 'C', Chandragupta Marg
New Delhi - 110021 INDIA

Copy of the invoice for the COR is required for the purpose of preparing the Receiving Report.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:
